

24809

ER-701-9(1)
43th St. @ Salt River
Project 80043.00 (Phx.)

INTERGOVERNMENTAL AGREEMENT

PARTIES

THIS AGREEMENT, entered into this 28th day of July, 1980, pursuant to A.R.S., Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through its Department of Transportation, hereinafter called "STATE", and the CITY OF PHOENIX, acting by and through its City Council, hereinafter called "CITY",

STATUTORY AUTHORIZATION

WHEREAS, STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE; and

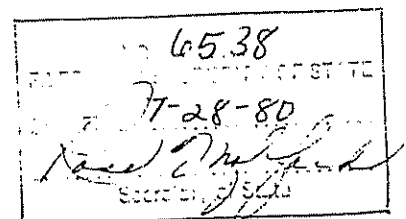
WHEREAS, CITY is empowered by A.R.S. Section 9-672 to enter into this Agreement; and acting by and through its City Council, has, by that certain Resolution attached hereto and made a part hereof as Exhibit "A", resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY; and

PURPOSE

WHEREAS, the storms of the month of February, 1980, caused severe damage to state highways and city streets, specifically at the 48th Street crossing of the Salt River; and

WHEREAS, both parties wish to obtain federal funds for the repair of said damages through the Federal Highway Administration when such funds become available, and it is understood that the entire cost of said repairs is eligible for payment with federal funds; and

WHEREAS, both parties wish to repair said damage as soon as possible so as to minimize the inconvenience to the traveling public; and



WHEREAS, CITY will use funds from its streets and roads budget to pay for its share of the costs of said repairs; and

WHEREAS, STATE will use monies from the general highway fund for its share of said repairs.

METHOD

THEREFORE, the parties hereto covenant and agree as follows:

CITY SHALL:

1. Perform or cause to be performed on behalf of both parties, all work necessary to repair the damages sustained by the aforesaid frontage road and 48th Street.

2. Keep all ordinary and necessary accounting records and make same available to STATE's auditors at all reasonable times. All payments by STATE are subject to approval by said auditors.

3. Pay its share of the actual costs for repairs to that part of 48th Street which lies within its jurisdiction from funds currently allocated to Project 80043.00. Said costs are estimated to be approximately \$195,000.00.

4. Pay STATE's share of the actual costs from the \$35,000.00 to be advanced by STATE as provided below.

5. If the actual costs of repairs for that portion of 48th Street for which STATE is responsible, and as determined by the final audit, shall exceed \$35,000.00, bill STATE for any amount in excess of \$35,000.00. If said actual costs are less than \$35,000.00, refund to STATE any money remaining from the \$35,000.00.

STATE SHALL:

1. Inspect the repair work on that part of 48th Street that serves as a frontage road for the Hohokam Expressway (S.R. 143) as said work progresses and conduct a final inspection upon completion.

2. Advance to City the sum of \$35,000.00 from the AFE account No. 14310 to be used to make progressive payments to the contractor for actual costs of repairs to said frontage road. This is the amount estimated to be STATE's share of the repair costs.

3. If STATE's share of the actual costs incurred shall exceed \$35,000.00, promptly pay CITY for any excess amounts upon receiving CITY's billing for same.

4. Secure approval of and payment by the FHWA for all costs of both parties.

5. Upon payment by FHWA, reimburse the AFE 14310 account for the actual amount expended therefrom.

6. Refund the monies remaining from the FHWA payment to CIITY as reimbursement for monies expended on this project.

HOLD HARMLESS

CIITY hereby agrees to save and hold STATE harmless from any liability imposed for damage or injury occurring by reason of anything done or omitted from being done by CIITY, its officers, employees, agents, contractors, or contractors' agents or employees, under or in connection with any work, authority or jurisdiction not delegated to STATE under this agreement.

STATE hereby agrees to save and hold CIITY harmless from any liability imposed for damage or injury occurring by reason of anything done or omitted from being done by STATE, its officers, employees, agents, contractors or contractors' agents or employees, under or in connection with any work, authority or jurisdiction not delegated to CIITY under this agreement.

DURATION

This Agreement shall remain in full force and effect until the work herein embraced has been completed in accordance with the terms herein and final disbursement made of the FHWA funds.

FILING WITH SECRETARY OF STATE

This Agreement shall become effective on the date it is filed with the Secretary of State.

APPROVAL BY ATTORNEY

Attached hereto and made a part hereof as Exhibit "B" is a copy of the written determination of the appropriate attorney that CIITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

CANCELLATION

All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor, pursuant to A.R.S., Section 38-511.

The obligations of STATE under the terms of this Agreement are subject to the allocations of funds and resources by the Legislature and the Arizona Transportation Board.

IN WITNESS WHEREOF, the parties have executed this Agreement
the day and year first written above.

CITY OF PHOENIX
MARVIN A. ANDREWS, CITY MANAGER

STATE OF ARIZONA

By *Don Mitchell*
Title Street Transportation Administrator

By *HB Merts*
Title Acting State Engineer

ATTEST:

Vicky Miel
Acting City Clerk


APPROVED AS TO FORM

[Signature]
ACTING CITY ATTORNEY

RESOLUTION

BE IT RESOLVED on this 10 day of June, 1980, that I, W. A. Ordway, Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Highways Division of the Department of Transportation enter into an intergovernmental agreement with the City of Phoenix for jointly repairing flood damage to 48th Street @ the Salt River.

THEREFORE, authorization is hereby given to draft an intergovernmental agreement for said purposes, which, upon completion, shall be submitted for approval and execution on behalf of the Arizona Department of Transportation by the Chief Deputy State Engineer.


W. A. Ordway, Director
Arizona Department of Transportation

RESOLUTION NO. 15397

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA, ACTING THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR FLOOD REPAIRS AT 48TH STREET AND THE SALT RIVER BOTTOM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager or his designee be, and they are hereby, authorized to enter into an agreement with the State of Arizona, acting through its Department of Transportation, for flood repairs at 48th Street and the Salt River bottom, Project Number P-80043.00 - ER 701-9 (1).

PASSED by the Council of the City of Phoenix this 24 day of June, 1980.

MARGARET T. HANCE

M A Y O R

ATTEST:

ROBERT M. VANEGAS

ACTING
City Clerk

APPROVED AS TO FORM: *[Signature]*

BEN P. MARSHALL

ACTING
City Attorney

REVIEWED BY:

PETER STARRETT

ASSISTANT
City Manager


[Signature]
JWS/rc
6/20/80

Exhibit "A"

PROJECT NO. ER-701-9(1) - P-80043.00

48TH STREET AND SALT RIVER

APPROVED AS TO FORM and within the powers and
authorities granted to the City of Phoenix, under the laws of
the State of Arizona.



ACTING City Attorney
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OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 80-457, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of July, 1980.

ROBERT K. CORBIN
Attorney General

A handwritten signature in cursive script, reading "James R. Redman".

Assistant Attorney General
Transportation Division